

**BY ORDER OF THE
SECRETARY OF THE AIR FORCE**



AIR FORCE INSTRUCTION 36-807

21 JUNE 1999

**MAXWELL AIR FORCE BASE
Supplement**

6 AUGUST 2012

Personnel

**WEEKLY AND DAILY SCHEDULING OF
WORK AND HOLIDAY OBSERVANCES**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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(Maj Natalie Jolly)

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This instruction implements AFI 36-8, Employee Benefits and Entitlements, by providing guidance and procedures supervisors need to schedule civilian employees (except non-US citizen employees employed outside the United States and the District of Columbia) for work and holiday observances. It tells how to establish work schedules, rest and lunch periods, make ready and clean-up time. It describes work subject to premium pay and shows how to get approval for holiday work.

(MAXWELLAFB) AFI 36-807, 21 June 1999, is supplemented as follows.

(MAXWELLAFB) This supplement implements AFI 36-807, *Weekly and Daily Scheduling of Work and Holiday Observances*. It provides guidance for Telework at Maxwell AFB and Gunter Annex (referred to as Maxwell AFB from hereon unless otherwise specified). Refer recommended changes and/or corrections to this publication to the Office of Primary Responsibility (OPR) using the AF Form 847, *Recommendation for Change of Publication*, through your chain of command. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN)

33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Information Management System (AFRIMS) Records Disposition Schedule (RDS) located at <https://www.my.af.mil/afrims/afrims/afrims/rims.cfm>. This publication applies to all appropriated fund civilian employees serviced by the Maxwell AFB Civilian Personnel Section.

SUMMARY OF CHANGES

This revision incorporates IC 99-1 and adds the definition of alternative workplace arrangement (AWA) as paragraph 2.3, (re-numbering the remaining terms and definitions in paragraph 2), and authorizes MAJCOMs, FOAs or DRUs to establish alternative workplace arrangement (AWA) programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders (para 3.3). Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty, including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations (para 3.2). IC 99-1 assigns numbers to material in paragraphs 4.2, 4.3, and 4.4 which had previously been listed with bullets, and adds Attachment 2, with information and a sample AWA agreement for supervisors and employees. Changed or revised material is indicated by a bar (|). The entire text of IC 99-1 is at Attachment 3.

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1. Scope of Applicability. This instruction applies Air Force-wide, to appropriated fund civilian employees, including US Air Force Reserve (USAFR) and Air National Guard Title 5, United States Code.

2. Terms and Definitions. The following terms and definitions are used in this instruction.

2.1. Administrative Workweek. The Air Force administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift

begins is considered the day of duty for that day even though the day of duty extends into the next calendar day or into the following administrative workweek.

2.2. Alternative Work Schedules (AWS). Work schedules made up of flexible or compressed schedules.

2.3. Alternative Workplace Arrangements (AWA). Working under a flexiplace arrangement, either at home or other approved location(s), such as a telecommuting center (See [Attachment 2](#) for a sample agreement).

2.3. (MAXWELLAFB) See Attachments 4 and 5 for guidance on Telework.

2.4. Basic Workweek. The days and hours of an administrative workweek which make up a full-time employee's regularly scheduled 40-hour workweek.

2.5. Compressed Schedule. Compressed schedule means for a full-time employee, an 80-hour biweekly basic work requirement which is scheduled in less than 10 workdays. In the case of a part-time employee, it is a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays.

2.6. First 40-Hours. The first 40 hours of duty performed within a period of no more than six days of the administrative workweek may be established as the basic workweek when it is impractical to prescribe a regular schedule of definite hours of duty each workday.

2.7. Flexible Schedule. Flexible schedule is that portion of the work day during which the employee has the option to select and vary starting and stopping times within established limits set by installation level approving officials for AWS.

2.8. Holiday Work. Work performed on a legal holiday or the day observed as a holiday.

2.9. Observed Day. Observed day is a holiday in which employees are given time off on a day other than the date which the holiday actually falls on.

2.10. Part Time. In some circumstances it is not possible to obtain or use an employee's services for the full 40-hour workweek. Part time tours of duty may be authorized when service on a regular, repetitive basis is required at least one day during each administrative workweek, however, additional service may be required during the remainder of the administrative workweek.

2.11. Regular Tour of Duty. The regular tour of duty for Air Force employees is five 8-hour days, Monday through Friday.

2.12. Special Tour of Duty for Educational Purposes. A special tour of duty of no less than 40 hours in an administrative workweek which may be established by supervisors to permit employees to take courses at nearby educational institutions.

2.13. Standby. Certain types of work require employees to remain at their duty stations for long periods of duty, a substantial part of which is standby time. For example, the tour of duty for firefighters generally is a 72-hour workweek of three 24-hour days. The tour is scheduled so that the employee is on duty three alternate 24-hour shifts during each administrative workweek, and deviations from this tour are kept to a minimum. The basic weekly tour of duty for fire chiefs, assistant fire chiefs, fire prevention inspectors, and similar fire protection personnel is 40-hour workweek of five 8-hour days unless the duties of the position require substantial amounts of standby time.

2.14. Uncommon Tour of Duty. Any 40-hour basic workweek scheduled to include Saturday and or Sunday, for four workdays or less but not more than six days of the administrative workweek. An uncommon tour of duty may be established when necessary for efficient operations or when the cost of operations can thus be reduced without imposing undue hardship on employees.

3. Basic Authority:

3.1. Installation Commanders. Installation Commanders establish the hours for opening and closing the installation.

3.2. Organization and Tenant Commanders. Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations. Organization and tenant commanders or their designated representative should set work schedules, assign overtime and holiday work to balance mission requirements, efficiency and economy of operations, and employee needs. These determinations are subject to approval by the installation commander or his or her designated representative who has authority for operation of base facilities. NOTE: organization/tenant commanders set the hours and locations for AWS and AWA; MAJCOMs/FOAs/DRUs approve AWS and AWA programs, unless they delegate this authority to installation commanders as provided in [3.3](#).

3.2.1. Organization and tenant commanders may also establish regularly scheduled tours of duty of more than 40 hours within the administrative workweek when such action is essential to mission accomplishment, and when other administrative action such as changes in authorized staffing or detail of personnel is neither feasible or desirable. Except under extraordinary circumstances, a tour of duty which includes regular overtime should not extend beyond 48 hours in an administrative workweek. Organization and tenant commanders may extend the regularly scheduled administrative workweek to any length exceeding 40 hours when emergency conditions exist and it is necessary for mission accomplishment. The extension of the tour of duty will be subject to the requirements of applicable laws and regulations.

3.3. Major Commands, Field Operating Activities and Direct Reporting Units. Major Commands (MAJCOM), field operating activities (FOA) and Direct Reporting Units (DRU) are authorized to approve AWS and AWA programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders

3.4. Supervisors. Supervisors will generally schedule employee's work on the same hours each day, and breaks in excess of one hour during a day will not be permitted. Supervisors must give a minimum of one week's notice to employees when they are to be assigned to a different tour of duty or to different hours of duty except as provided under AWS or for educational purposes.

3.4.1. Commanders may grant an exception to this requirement when circumstances preclude compliance, for example, when a change in shifts by a contractor requires immediate corresponding change in the tour of inspectors, or when normal operations are interrupted by events beyond the control of management, such as, fire, flood, breakdown

of equipment. Commanders assure that changes in established work schedules are kept to a minimum and made only when necessary to resolve operational problems.

4. Tours of Duty:

4.1. Tours of Duty for Educational Purposes. Supervisors may establish special tours of duty for educational purposes.

4.1.1. Employees who are on special tours of duty for educational purposes cannot be paid premium pay solely because the rescheduling of his or her tour of duty causes him or her to work on a day, or during the hours of a day, when premium pay would otherwise be required.

4.1.2. Supervisors are not prohibited from assigning an employee to a regularly scheduled shift requiring premium pay, for example, night pay, since no additional costs are incurred. Supervisors must notify the civilian payroll office when an employee is assigned to or changed from a special tour of duty to prevent inadvertent payment of premium pay. Supervisors must maintain a record of these tours of duty for the purpose of responding to Office of Personnel Management (OPM) inquiries.

4.2. Posting Work Schedules. Supervisors must post copies of work schedules for all tours of duty, except regular Monday through Friday tours, which include the names of assigned employees in the work area. Supervisors must maintain a copy of employee's work schedules in their operating office. Supervisors:

4.2.1. Post a written statement of actual work requirements for standby tours of duty.

4.2.2. Give employees with regularly scheduled 60 or 72 hour standby tours of duty 30 calendar days notice of any reduction in the percentage of premium pay resulting from a change in work requirements.

4.2.3. Give employees with regularly scheduled 40-hour tours of duty plus scheduled standby time as much notice as possible when changing their duty schedule.

4.2.4. Review work requirements periodically for changes which may affect the payment of premium compensation and revise work schedules where necessary.

4.3. Scheduling Rest Periods. Supervisors may schedule short rest periods, not exceeding 15 minutes during each four hours of continuous work, when the supervisor believes the rest periods will be of benefit to the service. (NOTE: Supervisors must adhere to applicable labor management agreements if they contain provisions for the granting of rest periods.)

4.3.1. Criteria to be followed by supervisors in determining the justification for granting rest periods are:

4.3.1.1. Protection of employee's health by relieving them from hazardous work or very physical work.

4.3.1.2. Reduce the accident rate by removing the fatigue potential.

4.3.1.3. Relieve those who work in confined spaces.

4.3.1.4. Increasing or maintaining a high quality or quantity production.

4.4. Scheduling Lunch Periods. When supervisors schedule lunch (or other meal) periods, during which the employee is entirely free of the duties of his or her position, the period is not considered as duty time for which compensation is paid.

4.4.1. Supervisors will generally schedule time for lunch apart from the hours of duty when one or two shifts are in operation.

4.4.2. When supervisors schedule more than one 8-hour shift in a 24-hour period and an overlapping of shifts to permit time off for lunch is not possible, supervisors may authorize an on-the-job lunch period of 20 minutes or less. On-the-job lunch periods require that:

4.4.2.1. Employees spend their on-the-job lunch at or near their work stations. Under these conditions, the time covered by the 20 minute on-the-job lunch period is compensable.

4.4.2.2. Employees given duty free lunch periods during periods of overtime work will not receive compensation for that time.

4.5. Scheduling Make Ready and Clean-Up Time. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks are considered part of the job requirements within the employee's established tour of duty. Supervisors must arrange work shifts so that time required for incidental duties will be part of the 8-hour day.

4.5.1. When incidental duties cannot be part of the regularly scheduled workday, the extra time for which overtime may be paid to an employee, will not exceed 30 minutes a day.

5. Holiday Observances:

5.1. Holiday Duty. Supervisors must not require employees to work on holidays or days designated as observed days, unless the work is justified by unusual circumstances or if the maintenance of usual essential services is involved.

5.1.1. Supervisors will order holiday work when required and have it approved in writing by an official designated to authorize holiday work. Supervisors must obtain this approval before work is performed, except in cases of an emergency, because it constitutes authority for expenditure of funds and certification that funds are available to pay the employee. Supervisors ordering work on a holiday or employees required to remain on duty during an emergency will not require advance approval for the work. Supervisors must record the reasons for the holiday and the hours worked by the employees no later than the following workday. This requirement does not apply to tours of duty regularly scheduled on a holiday or observed day for employees engaged in essential services such as firefighters, police, hospital employees, or other service personnel. The supervisor will record holiday work on an AF Form 428, Request for Overtime, Holiday Premium Pay, and Compensatory Time.

5.2. Observed Day. When a holiday falls on a regularly scheduled workday, observe that day as the holiday. If a holiday falls on Sunday and the employee has a regularly scheduled 40-hour basic workweek of Monday through Friday, the employee will observe the following Monday as the holiday. When the holiday falls on Saturday, the employee will observe the holiday on the proceeding Friday.

5.2.1. When a holiday falls on a Sunday and that Sunday is a nonworkday for employees with a regularly scheduled 40-hour basic workweek of other than Monday through Friday, observe the next regularly scheduled workday as the holiday.

5.2.1.1. When a holiday falls on the nonworkday designated as the day in-lieu-of Sunday, observe the next regularly scheduled workday as a holiday. When a holiday or a designated observed day falls on an employee's nonworkday (Monday through Saturday), the workday immediately preceding the day is observed as the holiday.

5.2.2. Deleted

5.3. Deleted

5.4. When full-time employees on a compressed work schedule are relieved or prevented from working on a day designated as a holiday, they are entitled to basic pay for the number of hours of the compressed work schedule on that day.

5.5. Holiday observances for employees who work a flexible schedule are the same as those for full-time employees with a regularly scheduled 40-hour basic workweek.

5.6. When a holiday falls on a part-time employee's regularly scheduled workday, the employee is entitled to be excused with pay for the number of hours he or she is scheduled to work on the actual day of the holiday.

5.6.1. If full-time employees observe an "in-lieu-of" day instead of the actual holiday and that "in-lieu-of" day falls within a part-time employee's work schedule, the part-time employee will not get that day off with pay.

5.6.2. When a holiday is observed by full-time employees on a day within the part-time employee's regularly scheduled workweek and the part-time employee is prevented from working that day, the employee is entitled to be excused with pay for the number of hours he or she is scheduled to work on that day.

5.6.3. When a holiday falls on a part-time employee's nonworkday and is observed by full-time employees that day, the employee is not entitled to the holiday.

5.6.4. When a part-time employee is on a flexible schedule and is relieved or prevented from working on a day designated as a holiday by a Federal statute or Executive Order (E.O.), the employee is entitled to receive basic pay for the number of hours the employee would have worked on that holiday up to eight hours.

5.6.5. When a holiday falls on a nonworkday, the employee is not entitled to an "in-lieu of" day for that holiday.

5.6.6. When a part-time employee is on a compressed work schedule and is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or E.O., the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.

5.6.7. When a part-time employee is on a compressed work schedule and a holiday falls on a nonworkday, the employee is not entitled to an "in-lieu-of" day for that holiday.

5.7. Duration of Holiday. The full 24-hours of a calendar day are normally considered as the duration of a holiday. However, when an employee's regular workday begins on a holiday and extends into the next calendar day, the entire shift is considered as a holiday to determine the employee's entitlement to holiday premium pay or time off for observance of the holiday. If an employee's regularly scheduled tour of duty includes two shifts beginning on a holiday, the first shift is considered as a holiday to determine holiday benefits.

5.8. **(Added-MAXWELLAFB)** References:

Public Law 111-292, *Telework Enhancement Act of 2010*

5 U.S.C. 552a, *Records Maintained on Individual*

OMB Memorandum 06-16, *Protection of Sensitive Agency Information*, 23 June 2006

OMB Memorandum 07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, 22 May 2007

DoDD 5400.11, *DoD Privacy Program*, 8 May 2007

DoD 5400.7-R, *DoD Freedom of Information Act Program*, 4 September 1998

5.9. **(Added-MAXWELLAFB)** Adopted Forms:

DOL Form CA-1, *Federal Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*

DD Form 2946, *Department of Defense Telework Agreement*

AF Form 847, *Recommendation for Change of Publication*;

AF Form 971, *Supervisor's Employee Brief*

AETC Form 435, *Mishap Data Worksheet*

DONALD L. PETERSON, Lt General, USAF
DCS/Personnel

(MAXWELLAFB)

BRIAN M. KILLOUGH, Colonel, USAF
Commander, 42d Air Base Wing

Attachment 1

INTERIM MESSAGE CHANGE TO AFI 36-807

PRIORITY

P 222005Z JUN 94

FM HQ USAF WASHINGTON DC//DPCE//

TO AIG 610

AIG 8106

AIG 10607

UNCLAS

SUBJECT: INTERIM MESSAGE CHANGE TO AFI 36-807, 22 MAR 94, WEEKLY AND DAILY SCHEDULING OF WORK AND HOLIDAY OBSERVANCES

1. THIS INTERIM CHANGE PROVIDES GUIDANCE AND PROCEDURES SUPERVISORS NEED TO SCHEDULE CIVILIAN EMPLOYEES (EXCEPT NON-US CITIZEN EMPLOYEES EMPLOYED OUTSIDE THE UNITED STATES AND THE DISTRICT OF COLUMBIA) FOR WORK AND HOLIDAY OBSERVANCES.

2. WRITE-IN CHANGES:

SUMMARY OF CHANGERS: CHANGE AFR 49-610 TO READ AFR 40-610

PAGE 3, PARAGRAPH 5.2.1. DELETE SECOND SENTENCE

PAGE 3, PARAGRAPH 5.2.2. DELETE

PAGE 3, PARAGRAPH 5.3. DELETE

3. IF YOU HAVE ANY QUESTIONS, POC IS MR PHILLIP SENESCHAL, DSN 225-7425.

Attachment 2

ALTERNATIVE WORKPLACE ARRANGEMENTS (AWA)

A2.1. REASONS FOR AWA. Employers offer alternative workplace arrangements for many reasons. Such arrangements may:

A2.1.1. Improve the quality of work life and job performance and increases productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, analyzing and writing;

A2.1.2. Improve morale and reduces stress by giving employees more options to balance work and family demands;

A2.1.3. Increase customer access to needed services;

A2.1.4. Provide services when the regular office is closed;

A2.1.5. Extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;

A2.1.6. Accommodate employees who have temporary or continuing health problems or who might otherwise have to retire on disability;

A2.1.7. Potentially enhance recruitment and promote diversity by expanding the geographic recruitment pool; and

A2.1.8. Decrease traffic and parking congestion, energy consumption and air pollution.

A2.2. Organizations planning to use AWA should address issues such as the following: work assignment/performance requirements, time and attendance, work schedule and tour of duty, duty station, leave, equipment/supplies, labor relations issues, and other related work arrangement requirements.

A2.3. Sample Agreement Between Organization, Supervisor, And Employee Approved For An Alternative Workplace Arrangement On A Continuing Basis: The supervisor and employee should each keep a copy of the agreement for reference.

Organization_____ Employee_____

Voluntary Participation. (Name)_____, the employee, voluntarily agrees to work at the approved alternative workplace indicated below and to follow all applicable work-related policies and procedures. The employee recognizes that the flexiplace arrangement is not an employee benefit or entitlement, but an additional method the organization may approve to accomplish work.

Trial Period. The employee and organization agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

Salary and Benefits. Unless there is a change in the actual number of hours worked, a flexiplace arrangement in itself is not a basis for changing the employee's salary or benefits.

Duty Station and Alternative Workplace. The organization and employee agree that the employee's official duty station is (indicate duty station for regular office) and that the employee's approved alternative work place is: (specify street and number, City and State). NOTE: All pay, leave and travel entitlements are based on the official duty station.

Official Duties. Unless otherwise instructed, employee agrees to perform official duties only at the regular or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, e.g., caring for dependents or making home repairs.

Work Schedule and Tour of Duty. The organization and employee agree the employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the alternative workplace).

Time and Attendance. The organization agrees to ensure that the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. NOTE: The organization may require the employee to complete a self-certification form.

Leave. Employee agrees to follow established organization/office procedures for requesting and obtaining approval of leave.

Overtime. Employee agrees to work overtime only when ordered and approved by the supervisor in advance, and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

Equipment/Supplies. Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The organization agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service and maintain any personal equipment used. The organization agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long-distance telephone calls (see AFI 33-111, paragraph 7.2. regarding telecommunication service, and AFI 33-112, paragraph 19.5. regarding computer equipment in the alternative worksite).

Security. If the Government provides computer equipment for the alternative workplace, the employee agrees to the following security provisions: (insert organization-specific language).

Liability. The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Work Area. The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection. The employee agrees to permit the Government to inspect the alternative work place during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. (Organizations may require employees to complete a self-certification safety checklist).

Alternative Workplace Costs. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, e.g., home maintenance, insurance or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

Injury Compensation. The employee understands that he or she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance. Work requirements are developed as a joint effort between the employee and supervisor, but the supervisor makes the final decision about requirements. The employee agrees to complete all assigned work according to procedures established by the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

Disclosure. Employee agrees to protect Government/organization records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct. Employee agrees he or she is bound by Government/organization standards of conduct while working at the alternative worksite.

Labor Relations. All appropriate bargaining obligations have been, or will be, met prior to implementing this agreement.

Cancellation. The organization agrees to let the employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the organization may cancel the flexiplace arrangement and instruct the employee to resume working at the regular office. The organization agrees to follow any applicable administrative or negotiated procedures.

Other Action. Nothing in this agreement precludes the organization from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature and Date_____

Supervisor's Signature and Date_____

Organization Commander's Signature and Date_____

Installation Commander's Signature and Date_____

Attachment 3**TEXT OF IC 99-1*****SUMMARY OF REVISIONS***

This revision incorporates IC 99-1 and adds the definition of alternative workplace arrangement (AWA) as paragraph **2.3**, (re-numbering the remaining terms and definitions in paragraph **2.**), and authorizes MAJCOMs, FOAs or DRUs to establish alternative workplace arrangement (AWA) programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders (para **3.3**). Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty, including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations (para **3.2**). IC 99-1 assigns numbers to material in paragraphs **4.2**, **4.3**, and **4.4** which had previously been listed with bullets, and adds **Attachment 2**, with information and a sample AWA agreement for supervisors and employees. Changed or revised material is indicated by a bar (|). The entire text of IC 99-1 is at **Attachment 3**.

2.3. Alternative Workplace Arrangements (AWA). Working under a flexiplace arrangement, either at home or other approved location(s), such as a telecommuting center (See **Attachment 2** for a sample agreement).

3.2. Organization and Tenant Commanders. Organization and tenant commanders establish by written order the daily hours for beginning and ending work and the basic 40-hour tour of duty including uncommon tours of duty, alternative work schedules (AWS), hours and location(s) for alternative workplace arrangements (AWA), as well as rest and lunch periods for their respective organizations. Organization and tenant commanders or their designated representative should set work schedules, assign overtime and holiday work to balance mission requirements, efficiency and economy of operations, and employee needs. These determinations are subject to approval by the installation commander or his or her designated representative who has authority for operation of base facilities. NOTE: organization/tenant commanders set the hours and locations for AWS and AWA; MAJCOMs/FOAs/DRUs approve AWS and AWA programs, unless they delegate this authority to installation commanders as provided in **3.3**

3.3. Major Commands, Field Operating Activities and Direct Reporting Units. Major Commands (MAJCOM), field operating activities (FOA) and Direct Reporting Units (DRU) are authorized to approve AWS and AWA programs. MAJCOMs, FOAs or DRUs may delegate this authority to installation commanders.

Attachment 2

ALTERNATIVE WORKPLACE ARRANGEMENTS (AWA)

A2.1. Reasons for AWA. Employers offer alternative workplace arrangements for many reasons. Such arrangements may

A2.1.1. Improve the quality of work life and job performance and increases productivity, e.g., reduce office overcrowding and provide a distraction-free environment for reading, analyzing and writing;

A2.1.2. Improve morale and reduces stress by giving employees more options to balance work and family demands;

A2.1.3. Increase customer access to needed services;

A2.1.4. Provide services when the regular office is closed;

A2.1.5. Extend employment opportunities to people with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;

A2.1.6. Accommodate employees who have temporary or continuing health problems or who might otherwise have to retire on disability;

A2.1.7. Potentially enhance recruitment and promote diversity by expanding the geographic recruitment pool; and

A2.1.8. Decrease traffic and parking congestion, energy consumption and air pollution.

A2.2. Organizations planning to use AWA should address issues such as the following: work assignment/performance requirements, time and attendance, work schedule and tour of duty, duty station, leave, equipment/supplies, labor relations issues, and other related work arrangement requirements

A2.3. Sample Agreement Between Organization, Supervisor, And Employee Approved For An Alternative Workplace Arrangement On A Continuing Basis: The supervisor and employee should each keep a copy of the agreement for reference.

Organization_____ Employee_____

Voluntary Participation. (Name)_____, the employee, voluntarily agrees to work at the approved alternative workplace indicated below and to follow all applicable work-related policies and procedures. The employee recognizes that the flexiplace arrangement is not an employee benefit or entitlement, but an additional method the organization may approve to accomplish work.

Trial Period. The employee and organization agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

Salary and Benefits. Unless there is a change in the actual number of hours worked, a flexiplace arrangement in itself is not a basis for changing the employee's salary or benefits.

Duty Station and Alternative Workplace. The organization and employee agree that the employee's official duty station is (indicate duty station for regular office) and that the employee's approved alternative work place is: (specify street and number, City and State). NOTE: All pay, leave and travel entitlements are based on the official duty station.

Official Duties. Unless otherwise instructed, employee agrees to perform official duties only at the regular or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, e.g., caring for dependents or making home repairs.

Work Schedule and Tour of Duty. The organization and employee agree the employee's official tour of duty will be: (specify days, hours and location, i.e., the regular office or the alternative workplace).

Time and Attendance. The organization agrees to ensure that the employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. NOTE: The organization may require the employee to complete a self-certification form.

Leave. Employee agrees to follow established organization/office procedures for requesting and obtaining approval of leave.

Overtime. Employee agrees to work overtime only when ordered and approved by the supervisor in advance, and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

Equipment/Supplies. Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The organization agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service and maintain any personal equipment used. The organization agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long-distance telephone calls (see AFI 33-111, paragraph 7.2. regarding telecommunication service, and AFI 33-112, paragraph 19.5. regarding computer equipment in the alternative worksite).

Security. If the Government provides computer equipment for the alternative workplace, the employee agrees to the following security provisions: (insert organization-specific language).

Liability. The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Work Area. The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection. The employee agrees to permit the Government to inspect the alternative work place during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards. (Organizations may require employees to complete a self-certification safety checklist).

Alternative Workplace Costs. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, e.g., home maintenance, insurance or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

Injury Compensation. The employee understands that he or she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Work Assignments/Performance. Work requirements are developed as a joint effort between the employee and supervisor, but the supervisor makes the final decision about requirements. The employee agrees to complete all assigned work according to procedures established by the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

Disclosure. Employee agrees to protect Government/organization records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct. Employee agrees he or she is bound by Government/organization standards of conduct while working at the alternative worksite.

Labor Relations. All appropriate bargaining obligations have been, or will be, met prior to implementing this agreement.

Cancellation. The organization agrees to let the employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the organization may cancel the flexiplace arrangement and instruct the employee to resume working at the regular office. The organization agrees to follow any applicable administrative or negotiated procedures.

Other Action. Nothing in this agreement precludes the organization from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature and Date_____

Supervisor's Signature and Date_____

Organization Commander's Signature and Date_____

Installation Commander's Signature and Date_____

Attachment 4 (Added-MAXWELLAFB)**TELEWORK**

A4.1. (Added-MAXWELLAFB) Applicability. This Telework Policy applies to all appropriated fund civilian employees serviced by the Maxwell AFB Civilian Personnel Section and includes definitions, approval authorities, procedures and useful web links. This policy is intended to provide guidance in administering the Telework Program, pursuant to the Telework Enhancement Act of 2010, Public Law No. 111-292, and other applicable telework guidance.

A4.2. (MAXWELLAFB) Definitions:

A4.2.1. **(Added-MAXWELLAFB) Ad hoc telework:** Also referred to as “situational telework”; telework that occurs on an occasional non-routine or ad-hoc basis. Telework that occurs to complete short-term special assignment or to accommodate special circumstances is also considered situational/ad hoc even though the telework may occur continuously for a specific period.

A4.2.2. **(Added-MAXWELLAFB) Alternate work site:** A place away from the traditional work site that has been approved for the performance of officially assigned duties. It may be an employee’s home, a telework center or other approved work site.

A4.2.3. **(Added-MAXWELLAFB) Emergency telework:** Performed in an employee’s home or alternate work site during a crisis situation or emergency event by those employees who perform duties in support of mission requirements during crisis situations or contingencies.

A4.2.4. **(Added-MAXWELLAFB) Official work site:** Location of the traditional work site for the employee’s position, as long as the employee is scheduled to physically report at least twice each biweekly pay period on a regular and recurring basis to the traditional work site.

A4.2.5. **(Added-MAXWELLAFB) Regular/recurring telework:** An approved work schedule where eligible employees regularly work at an alternate work site on a regular, recurring and ongoing basis at least twice each biweekly pay period.

A4.2.6. **(Added-MAXWELLAFB) Telework:** Any arrangement in which an employee performs officially assigned duties at an alternate work site on a regular/recurring or on an ad hoc basis (not including while on official travel).

A4.2.7. **(Added-MAXWELLAFB) Telework Agreement:** A written agreement that outlines the terms and conditions of the telework arrangement, must be completed and signed by an employee and appropriate official(s) in his/her mission area/agency/staff office and coordinated with the Civilian Personnel Section. Use of DD Form 2946, *Department of Defense Telework Agreement*, is mandatory.

A4.2.8. **(Added-MAXWELLAFB) Traditional work site:** The location where an employee would work absent a telework arrangement.

A4.3. (Added) (MAXWELLAFB) Approval Authorities.

A4.3.1. **(Added-MAXWELLAFB) Positions Eligible for Telework.** The management authority for approval of positions eligible to participate in regular/recurring telework will be the commander or his/her designee(s).

A4.3.2. **(Added-MAXWELLAFB)** Employee Participation in Telework. Once the determination has been made as to which positions are eligible to participate in telework, the authority to approve employees' participation in telework will be the commander or his/her designee(s).

A4.4. (MAXWELLAFB) Eligibility. (Added) Management must determine both position eligibility and employee eligibility. To assist in making these determinations, refer to Attachment 5, *Determining Eligibility for Telework*.

A4.4.1. **(Added-MAXWELLAFB)** All appropriated fund civilian positions are presumed eligible for telework with the exception of those requiring direct handling of classified materials on a daily basis; those that require daily on-site activity or face-to-face personal contacts that cannot be handled remotely (e.g., hands-on contact with machinery, equipment or vehicles; direct patient care). A position is eligible for telework if only a portion of the work can be done from an alternate work site. A telework schedule may not cause office coverage problems or telephone answering coverage issues in offices that take and transfer calls to other offices or superiors.

A4.4.2. **(Added-MAXWELLAFB)** Although the use of telework is allowed, employees do not have the right to participate in telework. Commanders should allow maximum flexibility for employees to telework to the extent that mission readiness or accomplishment is not compromised. Employees who are approved to telework at home agree to permit access to the home work site by agency representatives during normal working hours to ensure compliance with the terms of the telework agreement.

A4.4.3. **(Added-MAXWELLAFB)** There are two categories of employees who would be ineligible to participate:

A4.4.3.1. **(Added-MAXWELLAFB)** Any employee who has been officially disciplined for absences without permission for more than five (5) calendar days in any calendar year; and

A4.4.3.2. **(Added-MAXWELLAFB)** Any employee who has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for reviewing, downloading or exchange of pornography, including child pornography, on a federal government computer or while performing official federal government duties.

A4.4.4. **(Added-MAXWELLAFB)** To be eligible for participation in the Telework Program, an employee must have an acceptable or equivalent performance rating and maintain it for continued participation.

A4.4.5. **(Added-MAXWELLAFB)** Probationary status employees generally are not eligible for telework because probationary periods are established to allow supervisors an opportunity to personally observe and evaluate employee performance.

A4.4.6. **(Added-MAXWELLAFB)** Any employee who is newly appointed to a trainee or entry level position or whose performance or conduct warrants more close supervisory direction than telework may provide would typically not be eligible to telework.

A4.4.7. **(Added-MAXWELLAFB)** Teleworkers may be required to return to the traditional work site on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled IAW established policy and/or Collective Bargaining Agreement, if applicable.

A4.5. (Added-MAXWELLAFB) Equipment. Government-furnished and maintained computer equipment and software, with appropriate security measures, *may* be provided to the teleworker by the teleworker's organization. Excess property should be the first source of supply before considering the purchase of new equipment. Organizations are encouraged to maintain a working pool of computers available for telework employees.

A4.5.1. **(Added-MAXWELLAFB)** Organizations must ensure adequate property management procedures for their accountable property (e.g., computers), whether owned or leased, to ensure an immediately retrievable inventory and physical location identification of automated data processing equipment (ADPE) and software.

A4.5.2. **(Added-MAXWELLAFB)** Government-furnished equipment must only be used for official duties--family members and friends of teleworkers are not authorized to use any government-furnished equipment. The employee must return all government-furnished equipment and materials to the agency at the conclusion of teleworking arrangements or at the organization's request. The employee agrees to permit access to the home work site by agency representative as required during normal working hours to repair or maintain government-furnished equipment.

A4.5.3. **(Added-MAXWELLAFB)** The government assumes no responsibility for any operating costs associated with an employee using his/her residence as an alternate work site. This includes home maintenance, insurance and utilities. In addition, any costs associated with computer connectivity at the telework location will be the sole responsibility of the employee.

A4.5.4. **(Added-MAXWELLAFB)** This supplement does not provide any authority with respect to use of classified materials or information. Classified material, regardless of the form, may not be present at any current employee's teleworking offices.

A4.5.5. **(Added-MAXWELLAFB)** All teleworking practices must be consistent with DoD security and information technology policies.

A4.5.6. **(Added-MAXWELLAFB)** All government-furnished computer equipment is an individual unit responsibility and is subject to all AF network policies whether used at telework site or traditional office. All government-furnished computer equipment used for telework must be physically connected to the base network once every seven days for a continuous eight hour period to allow for updates. Any "working pool of computers" must remain connected to the network when not issued.

A4.6. (Added-MAXWELLAFB) Safety. Employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees Compensation Act (FECA), regardless of whether the work is performed on the agency's premises or at an alternative work site.

A4.6.1. **(Added-MAXWELLAFB)** The employee must notify the supervisor **immediately** of any accident or injury at the alternative work site, provide details of the accident or injury, and complete the AETC Form 435, *Mishap Data Worksheet*, and the Department of Labor (DOL) Form CA-1, *Federal Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*.

A4.6.2. **(Added-MAXWELLAFB)** For work-at-home arrangements, the employee is required to designate one area in the home as the official work station. The government's potential exposure to liability is restricted to this official work station for the purposes of telework. Each employee with an approved Telework Agreement for work-at-home telework must sign a safety checklist that proclaims the home safe. Employees are responsible for ensuring that their homes comply with safety requirements.

A4.6.3. **(Added-MAXWELLAFB)** The Government is not liable for damages to an employee's personal or real property while the employee is working at the approved alternative work site, except to the extent the government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act. Occupational Safety and Health Administration rules govern Federal employee work place safety.

A4.7. (Added-MAXWELLAFB) Security: Employees must protect sensitive unclassified data, including Privacy Act or For Official Use Only data, consistent with the guidance set forth in Section 552a of Title 5, U.S. C. (also known as the Privacy Act of 1974) (Reference (m)), DoDD 5400.11 (Reference (j)), and DoD 5400.7-R Reference, (n)) as well as DoD Component policy.

A4.7.1. **(Added-MAXWELLAFB)** Teleworking employees who access Personally Identifiable Information (PII) may only do so on encrypted government furnished equipment (GFE) requiring 2 factor authentication for access, in accordance with OMB Memorandum 07-16 (Reference (o)).

A4.7.2. **(Added-MAXWELLAFB)** Extraction of PII from DoD systems onto GFE used for teleworking is prohibited unless approved by a manager and logged and erased in accordance with the requirements of OMB Memorandum 06-16 (Reference (p)).

A4.7.3. **(Added-MAXWELLAFB)** The use of personal e-mail accounts for PII transmission is strictly prohibited. PII may only be e-mailed between government email accounts and must be encrypted and digitally signed.

A4.8. (Added-MAXWELLAFB) Procedures. Management will not establish arbitrary guidelines regarding the number of offsite days per pay period included in telework plans. The number of days will be based on requirements of the individual job and the organization (i.e., need for customer interaction, team meetings, use of onsite tools, etc.) In some circumstances, regular/recurring telework may include full-time telework.

A4.8.1. **(Added-MAXWELLAFB)** Each February, the Civilian Personnel Section will remind commanders, directors and supervisors of the requirement to conduct annual reviews of all positions in their organization to determine those suitable for regular/recurring telework and provide that information to the Civilian Personnel Section. Eligible positions will consist of all appropriated fund civilian positions based on the nature of the position. Positions shall not be excluded from eligibility solely on the basis of occupational series or grade, with the exception of positions described in paragraph A4.4.3.1 and A4.4.3.2.

A4.8.2. **(Added-MAXWELLAFB)** A Telework Agreement (DD Form 2946) is required for each employee prior to the commencement of his/her teleworking. The Telework Agreement must be coordinated with the Civilian Personnel Section to ensure compliance with Telework Program guidance.

A4.8.3. **(Added-MAXWELLAFB)** Management reserves the right to require employees to report to the traditional work site on scheduled telework days based on operational requirements.

A4.8.4. **(Added-MAXWELLAFB)** A telework arrangement does not alter the terms and conditions of appointment, including an employee's official duty station, salary, benefits, individual rights or obligations. All pay, leave and travel entitlements shall be based on the official duty station. The telework arrangement shall not affect other conditions of employment, (e.g., hours of work), unless otherwise specified in the telework agreement.

A4.8.5. **(Added-MAXWELLAFB)** Although telework may give some employees more time for their family responsibilities, they may not use duty time for providing dependent care or any purpose other than official duties. The Telework Program is not intended to reduce dependent care costs or serve as a substitute for child care, day care, elder care or any other type of dependent care.

A4.8.6. **(Added-MAXWELLAFB)** The telework arrangement may be terminated by either the employee or the supervisor by giving advance written notice. The advance notice period will be one two-week pay period unless mission requirements dictate otherwise.

A4.9. (Added-MAXWELLAFB) Training. Online telework training modules (Telework 101) for employees and supervisors are at [http://www.telework.gov/Tools and Resources/Training/index.aspx](http://www.telework.gov/Tools_and_Resources/Training/index.aspx). Prior to participating in telework, both the employee participating in telework and the employee's supervisor must complete the online training; training certificates are maintained by the supervisor in the employee's AF Form 971, *Supervisor's Employee Brief*, file.

A4.10. (MAXWELLAFB) Summary. Telework can assist managers in attracting, recruiting and retaining the best possible work force, and by decreasing employee commute times and other work/life stressors, telework can help make employees more effective in their jobs. Telework gives employees more flexibility in meeting personal and professional responsibilities and can also provide an employee a work area free from distractions where they can focus and be more productive. This stated, the opportunity to participate in a telework arrangement is offered with the understanding that it is the responsibility of the supervisor and the telework employee to adhere to all Telework Program policies, procedures and documents.

Attachment 5 (Added-MAXWELLAFB)

DETERMINING ELIGIBILITY FOR TELEWORK

A5.1. (Added-MAXWELLAFB) Determining Eligibility for Jobs/Functions that can be Performed at an Alternate Work Site. Many jobs have duties and responsibilities that can be considered appropriate for telework on a regular basis. A final decision on this issue must be based on an assessment of the full scope of elements, to include the major duties of positions; the need for face-to-face contact with supervisors, other employees, clients, and the general public; need for access to materials which cannot be moved from the main office; special facilities or equipment necessary that could be cost-prohibitive or impossible to duplicate; the portability of supplies and equipment; and the ability to perform the work away from the main work site. Although a portion of jobs do not lend themselves to regular telework arrangements, this does not preclude the assignment of duties on an episodic, periodic, or even a one-time basis that can be performed at an alternate work site. Table A5.1 is a guide for supervisors and managers in deciding whether jobs/duties are suitable for telework arrangements. Supervisors over positions involving the latter types of duties and functions should look at work functions as broadly as possible to determine whether employees occupying these positions can perform certain duties at an alternate work site. Care must be exercised, however, to ensure that employees are not routinely given duties outside the parameters of their officially assigned duties and responsibilities that could affect the classification of their positions, when such duties are assigned as a means to participate in telework.

Table A5.1. (Added) Duty/Task Suitability for Alternate Work Site.

Duties/tasks that normally could be successfully performed off-site	
	Reading
	Writing
	Reviewing
	Researching
	Analyzing
	Editing
	Scheduling
	Planning
	Communicating by Telephone, Fax, E-mail
	Computer programming, data base development, data entry, word processing

Duties/tasks that normally would not be performed at an offsite location	
	Computer Help Desk/Troubleshooting
	Mail Delivery
	Direct Patient Care
	Counseling
	Teaching
	Motor Vehicle Operation
	Aircraft Maintenance
	Air Traffic Control
	Firefighting
	Law Enforcement

A5.2. (Added-MAXWELLAFB) Telework Screening Guidelines: Specific duties have been identified that the employee can perform at an alternate work site; see Table A5.2.

Table A5.2. (Added) Telework Screening Guidelines.

Specific Duties Employees May Perform at Alternate Work Site	
	Position mission/task/function does not require a full time on-site presence
	Position does not require daily face-to-face contact
	The employee's telework schedule does not present office coverage problems or telephone answering coverage issues in offices that take and transfer calls to other offices or superiors
	Position tasks do not require full time supervisory oversight/observation
	Position does not require daily access to secure/classified information
	Position does not require daily access to systems/websites not accessible via remote software
	Position is not part of a trainee/intern/entry-level/probationary status

Specific Duties Employees May Perform at Alternate Work Site	
	Employee has no record of disciplinary action within the past 12 months
	The employee's overall performance evaluations are equivalent to "Meets Expectations" on a pass-fail scale and the employee's attendance is acceptable
	The employee is willing to accept visits from his/her supervisor or others during work hours
	The employee has demonstrated self-starter characteristics-proven record of personal motivation
	The employee can function independently, and finds satisfaction in completing tasks on his/her own, with minimal direct supervision
	The employee is highly disciplined and has demonstrated the ability to establish priorities
	The employee has demonstrated dependability, including history of reliable and responsible discharge of work duties
	The employee has good time management/organization skills
	The employee knows the organization well, and possesses a high level of skill and job knowledge
	The employee is able to easily communicate by telephone with the supervisor during the day from the alternative work site
	The employee demonstrates solid verbal and written communication skills
	The employee has clearly defined performance standards
	The employee is willing to sign and abide by a written agreement defining terms of participation and expectations
	The work site is free from disturbances which would distract the employee from performing work at the alternative work site
	If the alternative work site is the home, the employee is able to satisfy home work station requirements, including necessary equipment, privacy, lack of interruptions, and security of data